

TEICH GROH
691 State Highway 33
Trenton, New Jersey 08619
Phone: (609) 890-1500
Attorneys for Debtor(s)
BARRY W. FROST, ESQUIRE

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

In the Matter of:

ETHAN H, LLC,

Debtor(s).

Chapter 11

Case No. 10-15436-MBK

CERTIFICATION IN OPPOSITION TO CERTIFICATE OF DEFAULT

Kevin M. Seltzer, of full age, hereby certifies as follows:

1. I am the managing member of the debtor and I am fully familiar with the facts set forth in this Certification.
2. The attorney for the Landlord filed a Certificate of Default indicating that the Debtor was short \$951.00 on the post-petition rent.
3. I delivered to the attorney for the Landlord on Friday, June 18, 2010 all of the post-petition payments that were due other than the \$951.00 and the attorney for the Landlord gave me until June 25, 2010 to make that payment.
4. I went to the Sayreville Post Office on Wednesday, June 23, 2010 and deposited an envelope to be mailed to the attorney for the Landlord with a check in the amount of \$951.00.
5. I would have expected the check to have been received prior to Friday, June 25, 2010.
6. I am assuming by the Certificate of Default filed by the attorney for the Landlord that the check was in fact not received.
7. My attorney attempted to reach the attorney for the Landlord on Monday, June 28, 2010 but the attorney was not in the office and not expected back for the rest of the day.
8. The \$951.00 that I mailed to the attorney for the Landlord came from the DIP account of Ethan H and should have cured all of the post-petition arrears.
9. As I made this payment prior to the promised date of June 25, 2010 there is no basis for

the relief sought by the Landlord terminating the Lease and evicting the debtor from the premises.

10. As the payment has been made it is respectfully requested that the Court deny the Certificate of Default or at the least set up a plenary hearing so that I can testify about the payment.

11. If for some reason the payment is not received by the Landlord's attorney, then I can always stop payment on the check and reissue a check to the Landlord's attorney.

I hereby certify that the foregoing statements made by me are true and to the best of my knowledge. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.



Kevin M. Seltzer